

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 14 PAGES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 03/14/2016		2. CONTRACT NO. (If any) GS-25F-0066M		6. SHIP TO a. NAME OF CONSIGNEE OECA/OCEFT/Natl. Env. Invest. Ctr	
3. ORDER NO. ET-G18H-01292		4. REQUISITION/REFERENCE NO. PR-OECA-16-00043			
5. ISSUING OFFICE (Address correspondence to) HPOC US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N.W. Mail Code: 3903R Washington DC 20460				b. STREET ADDRESS US Environmental Protection Agency Denver Federal Center, Bldg 25 PO BOX 25227	
				c. CITY Denver	d. STATE CO
				e. ZIP CODE 80225	
7. TO: GREGORY SWENNUMSON				f. SHIP VIA	
a. NAME OF CONTRACTOR IRON MOUNTAIN INFORMATION MANAGEMENT, LLC				8. TYPE OF ORDER	
b. COMPANY NAME				a. PURCHASE REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated	
c. STREET ADDRESS ONE FEDERAL STREET				X b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY BOSTON				e. STATE MA	f. ZIP CODE 02110
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))						12. F.O.B. POINT Destination	
a. SMALL		X b. OTHER THAN SMALL		c. DISADVANTAGED		d. WOMEN-OWNED	
f. SERVICE-DISABLED VETERAN-OWNED		g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM		e. HUBZone		h. EDWOSB	
13. PLACE OF				14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 1 Days After Notice to Proceed	
a. INSPECTION		b. ACCEPTANCE				16. DISCOUNT TERMS	

17. SCHEDULE (See reverse for Rejections)

ITEM NO (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 621417633 TOCOR: Michael Seales Max Expiry Date: 03/13/2016 Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont pages)	
21. MAIL INVOICE TO						(b)(4)	
a. NAME		RTP Finance Center					
b. STREET ADDRESS (or P.O. Box)		US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts				17(i) GRAND TOTAL	
c. CITY Durham		d. STATE NC	e. ZIP CODE 27711		82,443.68		

22. UNITED STATES OF AMERICA BY (Signature)		03/14/2016		23. NAME (Typed) Marisol Ventura		TITL F- CONTRACTING/ORDERING OFFICER	
		ELECTRONIC SIGNATURE					

AUTHORIZED FOR LOCAL REPRODUCTION
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Approved as to Form and Legal Content:
Iron Mountain Legal Department
Christine G. Madigan
Christine G. Madigan, Counsel, Gov't Contracts & Compliance
Name: EPA
Date: March 18, 2016

OPTIONAL FORM 347 (Rev. 2-2012)
Prescribed by GSA, FAR 48.101-5.3.21(h)

SCHEDULE - CONTINUATION

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DATE OF ORDER	CONTRACT NO.	ORDER NO.
03/14/2016	GS-25F-0066H	EP-016H-01282

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Admin Office:</p> <p>HPOD</p> <p>US Environmental Protection Agency</p> <p>William Jefferson Clinton Building</p> <p>1200 Pennsylvania Avenue, N. W.</p> <p>Mail Code: 3803P</p> <p>Washington DC 20460</p> <p>Accounting Info:</p> <p>16-17-C-5CH-501E62-2505-LSLMIABZ-1650A6E023-</p> <p>001 BFY: 16 BFY: 17 Fund: C Budget Org: 5CH</p> <p>Program (ERC): 501E62 Budget (BOC): 2505</p> <p>Job #: LSLMIABZ DCN - Line ID:</p> <p>1650A6E023-001</p> <p>Period of Performance: 03/14/2016 to</p> <p>03/13/2018</p>					
0001	<p>Base year - Off Site Data Protection</p> <p>Services</p> <p>Incrementally Funded Amount: \$2,443.68</p>				2,443.68	
0002	<p>Base year - Emergency Delivery Services</p> <p>(Option Line Item)</p> <p>30 Days After Award</p>				0.00	
0003	<p>Optional period 1- Off Site Data Protection</p> <p>Services</p> <p>(Option Line Item)</p> <p>01/13/2017</p>				(b)(4)	
0004	<p>Optional period 1- Emergency Delivery</p> <p>services</p> <p>(Option Line Item)</p> <p>30 Days After Award</p>				0.00	
	<p>This order is in accordance with Iron</p> <p>Mountain's Quote dated on Mar 8, 2016. The</p> <p>optional emergency delivery services are</p> <p>limited to a one time use basis for each</p> <p>task order year. Emergency Delivery</p> <p>Services are invoiced on a per incident</p> <p>basis. All regular data management services</p> <p>shall be invoiced on a monthly basis.</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$4,932.72

Clause(s):

CUSTOM CO ADDED TERMS AND CONDITIONS

In the case of a conflict between the terms and conditions of the contractor's agreement and the terms and conditions of this purchase order, all applicable federal statutes and regulations shall govern.

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2015)

This clause is incorporated by reference. The full text of the clause is available at:
<https://www.acquisition.gov/FAR/>.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (FEB 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
- ☒ 52.233-3 Protest After Award (AUG 1996)
- ☒ 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☐ 52.203-6 Restrictions on Subcontractor Sales to the Government (SEPT 2006)
 - ☐ Alternate I (OCT 1995)
- ☐ 52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)
- ☐ 52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010)
- ☐ 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)
- ☐ [Reserved]
- ☐ 52.204-14 Service Contract Reporting Requirements (JAN 2014)
- ☐ 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014)
- ☐ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 2013)
- ☐ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)
- ☐ 52.219-3 Notice of Total HUBZone Set-Aside or Sole Source Award (NOV 2011)
 - ☐ Alternate I (NOV 2011)

- ☐ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011)
 - ☐ Alternate I (JAN 2011)
- ☐ [Reserved]
- ☐ 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)
 - ☐ Alternate I (NOV 2011)
 - ☐ Alternate II (NOV 2011)
- ☐ 52.219-7 Notice of Partial Small Business Set-Aside (JUN 2003)
 - ☐ Alternate I (OCT 1995)
 - ☐ Alternate II (MAR 2004)
- ☐ 52.219-8 Utilization of Small Business Concerns (MAY 2014)
- ☐ 52.219-9 Small Business Subcontracting Plan (JUL 2013)
 - ☐ Alternate I (OCT 2001)
 - ☐ Alternate II (OCT 2001)
 - ☐ Alternate III (JUL 2010)
- ☐ 52.219-13 Notice of Set-Aside of Orders (NOV 2011)
- ☐ 52.219-14 Limitations on Subcontracting (NOV 2011)
- ☐ 52.219-16 Liquidated Damages – Subcontracting Plan (JAN 1999)
- ☐ 52.219-27 Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011)
- ☐ 52.219-28 Post Award Small Business Program Rerepresentation (JUL 2013)
- ☐ 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (JUL 2013)
- ☐ 52.219-30 Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (JUL 2013)
- ☒ 52.222-3 Convict Labor (JUN 2003)
- ☒ 52.222-19 Child Labor – Cooperation with Authorities and Remedies (JAN 2014)
- ☐ 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- ☐ 52.222-26 Equal Opportunity (MAR 2007)
- ☐ 52.222-35 Equal Opportunity for Veterans (SEP 2010)

- ☐ 52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)
- ☐ 52.222-37 Employment Reports on Veterans (SEPT 2010)
- ☐ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
- ☒ 52.222-50 Combating Trafficking in Persons (March 2015)
 - ☐ Alternate I (March 2015)
- ☐ 52.222-54 Employment Eligibility Verification (AUG 2013)
- ☐ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)
 - ☐ Alternate I (MAY 2008)
- ☐ 52.223-14 Acquisition of EPEAT Registered Imaging Equipment (JUNE 2014)
 - ☐ Alternate I (JUNE 2014)
- ☒ 52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)
- ☐ 52.223-16 IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)
 - ☐ Alternate I (DEC 2007)
- ☒ 52.223-18 Contractor Policy to Ban Text Messaging While Driving (AUG 2011)
- ☐ 52.225-1 Buy American – Supplies (MAY 2014)
- ☐ 52.225-3 Buy American – Free Trade Agreements – Israeli Trade Act (MAY 2014)
 - ☐ Alternate I (MAY 2014)
 - ☐ Alternate II (MAY 2014)
 - ☐ Alternate III (MAY 2014)
- ☐ 52.225-5 Trade Agreements (SEPT 2013)
- ☐ 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
- ☐ 52.225-26 Contractors Performing Private Security Functions Outside the United States (JUL 2013)
- ☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside (NOV 2007)
- ☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)
- ☐ 52.232-29 Terms for Financing of Purchases of Commercial Items (FEB 2002)
- ☐ 52.232-30 Installment Payments for Commercial Items (OCT 1995)

- ☒ 52.232-33 Payment by Electronic Funds Transfer—System for Award Management (JUL 2013)
- ☐ 52.232-34 Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013)
- ☐ 52.232-36 Payment by Third Party (MAY 2014)
- ☐ 52.239-1 Privacy or Security Safeguards (AUG 1996)
- ☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)
- ☐ Alternate I (APR 2003)

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☐ 52.222-17 Nondisplacement of Qualified Workers (MAY 2014)
- ☐ 52.222-41 Service Contract Labor Standards (MAY 2014)
- ☐ 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014)
- ☐ 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014)
- ☐ 52.222-44 Fair Labor Standards Act and Service Contract Act—Price Adjustment (MAY 2014)
- ☐ 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014)
- ☐ 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014)
- ☐ 52.222-55 Minimum Wages Under Executive Order 13659 (DEC 2015)
- ☐ 52.226-6 Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014)
- ☐ 52.237-11 Accepting and Dispensing of \$1 Coin (SEPT 2008)

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to

the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (April 2015)

(v) 52.222-26, Equal Opportunity (April 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67)

(xi)

___ (A) 52.222-50, Combating Trafficking in Persons (Feb 2009 (22 U.S.C. 78 and E.O. 13627).

___ (B) Alternate I (MAY 2015) of 52.222-50 (22 U.S.C. 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015).

(xiv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (Executive Order 13658)

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

CUSTOM CO ADDED INVOICES – RTP FINANCE

Invoices shall be prepared containing the following information: Purchase Order Number, description of commodities/services furnished, period of performance, taxpayer ID number and amount due. Invoices shall be submitted to the address specified in block 18a of this order.

OR

Invoices shall be submitted via e-mail to RTPReceiving@epa.gov. Provide the .pdf file with the following naming convention and SUBJECT in email:

SI_PO#_inv#.pdf Example: SI_EP08X00005_5335.pdf

For status of Invoice Payments, call the Financial Office's Customer Service at (919) 541-0616.

The FedEx/Commercial Courier address for invoices:
US EPA, RTP-Finance (Mail Drop D143-02)
4930 Page Road
Durham, NC 27703

CUSTOM TAX

The Federal Government is exempted from paying taxes. The tax exempt number is 52-085-2695.

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/FAR/>.

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

This clause is incorporated by reference. The full text of the clause is available at:
<https://www.acquisition.gov/FAR/>.

**FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS
SUBCONTRACTORS (DEC 2013)**

This clause is incorporated by reference. The full text of the clause is available at:
<https://www.acquisition.gov/FAR/>.

**EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION
RESOURCES MANAGEMENT (JAN 2012)**

This clause is incorporated by reference. The full text of the clause is available at:
<http://www.gpoaccess.gov/ecfr/>.

**EPA-H-09-107 UNPAID FEDERAL TAX LIABILITY & FELONY CRIMINAL VIOLATION
CERTIFICATION (APR 2012)**

(a) In order to meet the requirements of Sections 433 and 434 of Division E of the Consolidated Appropriations Act, 2012 (Pub.L. 112-74) and 2013 Continuing Appropriations Resolution (Pub.L. 112-175), and Consolidated and Further Continuing Appropriations Act, 2013 (Pub.L. 113-6), the contractor shall provide the contracting officer a certification whereby the contractor certifies:

(i) It is not a corporation that has been convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months; and

(ii) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(b) Failure of the contractor to furnish a certification or provide such additional information as requested by the Contracting Officer may render the contractor ineligible for FY2012 or FY2013 contract funding.

(c) The contractor has a continuing obligation to update the subject certification as required.

EPAAR 1552.232-74 Payments – Simplified Acquisition Procedures Financing

Simplified acquisition procedures financing in the form of interim payments will be provided only after the receipt of service. The Government shall pay the contractor monthly upon the submission of an invoice approved by the project officer.